

US EXECUTIVE APPROVAL FORM**CUSTOMER NAME : Cox Communications****PARTNER/VAD NAME (NA):****SECTION I – APPROVAL REQUESTS****HQAPP Requests:**

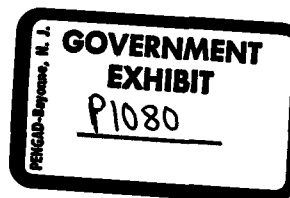
Please approve the attached NDA. Per Dorena Chans request, I have included her comments in the justification section and have attached the NDA to this email trail for your approval.

The Cox CMDP3 Nondisclosure Agreement ("NDA") is a mutual agreement. It limits confidentiality of information to 3 years from the date of disclosure. It does not conform to Oracle policies in the following ways:

- (1) The NDA includes as confidential: all information communicated between the parties in connection with the project identified in the NDA, or which the receiving party should have reasonably understood to be confidential from the nature of the disclosure. Also the NDA itself and the fact that the parties are discussing the project is also confidential.
- (2) The NDA contains a restriction not only on a party's nondisclosure of information, but on a party's use of information (may be used only for the project). In this situation, my understanding is that Cox is giving Oracle information and that Oracle would also be providing information to Cox. There is no residuals clause.
- (3) The NDA includes an indemnification by one party to the other party for third party claims related to the disclosing party's wrongful disclosure of such third party's information. However, the NDA does contain a provision that states that neither party is responsible for indirect damages and that the above indemnification is subject to that limitation. There is no limitation on direct damages.
- (4) The NDA is subject to Georgia law.

| SECTION II - DEAL SUMMARY (Update this info as the deal changes to reflect your worst case request) | | | |
|---|--|-----------------|-------------------|
| Product Mix: List out programs, quantities, and metrics. | <u>Programs</u> | <u>Quantity</u> | <u>Metric</u> |
| License: If proposing JEs, itemize JEs and add section for overall discount and adjusted net revenue after JEs. | List: Discount requested: Standard EBS discount: Net: | | |
| Price Holds: | <u>Programs</u> | <u>Discount</u> | <u># Of Years</u> |
| Support: If support is other than 22%, please specify. | List: Discount requested: Standard EBS discount: Net: Support caps/flatlines (starting from effective date for products included in the upfront transaction only): | | |

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HIGHLY CONFIDENTIAL

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| | |
|---|---|
| Computer & Admin Services: <u>Note 1:</u> If customer is making modifications to the database, they must purchase outsourcing for the database along with the apps, however they only need to meet the minimums of \$48k for Admin Services and \$72k for Comp & Admin Services. On the other hand, if the customer is specifically implementing 9iAS functionality such as Portal or Data Warehouse in addition to E-Business Suite, that is considered Technology Outsourcing and the customer must meet the minimums for both tech and apps outsourcing. Thus, the minimums would be \$96,000 for Administration Services only and \$144,000 for Computer and Administration Services. Note that the customer must be in compliance with database licensing requirements. <u>Note 2:</u> Phased Implementations must meet the following guidelines: <ul style="list-style-type: none"> • Phases must be in three month increments • Discounts are determined based on each phase • Minimums must be met during each month of a phased implementation | List/month: Discount requested: Standard EBS discount: Net/month: Admin only or Comp & Admin: Outsourcing apps, tech or both: If Admin only, are they using the certified configuration (Y/N): If outsourcing apps, will apps or database be modified (Y/N): Phased implementation (Y/N): If outsourcing EBSuite 2003: <ul style="list-style-type: none"> • Indicate outsourcing implementer: • Total employee population is: • Is the 10% Professional User minimum met (Y/N): |
| Total Fees (License, Support, Comp & Admin): | List: Net: |

| SECTION III - MIGRATION INFORMATION | |
|--|--|
| Does deal include migration (Y/N): | |
| Is customer migrating to the E-Business Suite (Y/N): | |
| Discount requested on migrated licenses: | |
| Support – before migration: | |
| Support – after migration: | |

| SECTION IV - CUSTOMER HISTORY | |
|--|--|
| Is this purchase pursuant to a valid, existing contractual price hold (Y/N): | |
| Date of price list for existing price hold: | |
| When does existing price hold expire: | |
| List the price hold program categories (database, server, erp, crm, hr/payroll, app suite) in the existing Order Document: | |
| Date & Type of Agreement (SLSA, OLSA, OLA): | |
| Date of Order Document for existing price hold: | |

SECTION V – JUSTIFICATION (Provide justification for the entire transaction.)

Justification:

Cox Communications is in need of Oracle's (Support Group) assistance in correcting an issue with their Oracle Spatial environment. Supports involvement requires the sharing of very detailed Cox Customer data, thus protection of their sensitive data is needed for further assistance.

Comments From Legal: "This NDA is almost exactly the same as the one that you got approved at the beginning of December. I've repeated the issues below that will need to be approved by HQAPP. HQAPP may require that an internal meeting be held just as with the other Cox NDA. You should add to this email your business justification, the uses to which this NDA will apply and the deadline for our response, and send it up for approval. Once approved, legal can sign it. Thanks. "

Dorena J. Chan
Managing Counsel
ph (650) 506-2342
fax (650) 633-1097

The NDA is copied below and also provided in an attachment.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT dated as of the ____ day of _____ 2004 is made by and between Oracle Corporation ("Oracle"), a Delaware corporation whose address is 500 Oracle Parkway, Redwood Shores, CA 94065, and Cox Communications, Inc. ("Cox"), a Delaware corporation whose address is 1400 Lake Hearn Drive, NE, Atlanta, Georgia 30319. Oracle and Cox are also referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, in connection with the consideration of future business plans and negotiations between Oracle and Cox, each party may be providing the other with certain sensitive and proprietary information relevant to the Commercial Marketing Datamart project (the "Project"); and

WHEREAS, as a condition to furnishing such information, Oracle and Cox each requires that such information receive confidential treatment in accordance with the provisions of this Agreement.

NOW THEREFORE, in reliance upon and in consideration of the following undertakings, the Parties, for themselves, their subsidiaries and their affiliates, agree as follows:

1. Confidentiality. Subject to Paragraph 6 below, Oracle and Cox agree to hold all information which has been, or which may hereafter be, communicated to each other in connection with the Project, or which the receiving Party should have reasonably understood to be confidential from the nature of the disclosure, ("Confidential Information"), in confidence, to not disclose, distribute or disseminate the Confidential Information, or any documents, studies, reports or information derived therefrom, in any way to any third party, except as provided herein. This Agreement itself and the fact that the Parties are discussing the Project shall also be deemed Confidential Information.
2. Use. Each party agrees to use the Confidential Information received from the other Party only for the purpose of the Project, or the evaluation thereof. No other rights or licenses to trademarks, inventions, copyrights, patents, or any other intellectual property are implied or granted under this Agreement or by the conveying of the Confidential Information between the Parties.
3. Copying. The Confidential Information supplied by any Party shall not be reproduced in any form except as required to accomplish the intent of this Agreement.
4. Care. The receiving Party shall provide the same care to avoid disclosure or unauthorized use of the Confidential Information as it provides to protect its own similar proprietary information, which care in no event shall be less than that which is commercially reasonable. It is agreed that the Confidential Information may only be disclosed by the receiving Party to its employees, agents, consultants and independent contractors who need to know such information for purposes of this Agreement.
5. Ownership. All Confidential Information, unless otherwise specified in writing, shall be and remain the property of the disclosing Party.
6. Limitation. It is understood that the term "Confidential Information" does not include information which:
 - i) is or becomes generally available to the public other than as a result of a wrongful disclosure by the receiving Party;

ii) prior to or subsequent to disclosure by the receiving Party hereunder is lawfully received from a third party having the right to disseminate the information, without notice of any restriction against its further disclosure; or

iii) is generated independently by the receiving Party from sources other than the Confidential Information without violating any of the obligations under this Agreement.

Additionally, any Party may disclose Confidential Information which is approved by the original disclosing Party for disclosure or which is required to be produced under order of a court of competent jurisdiction or other similar requirement of a governmental agency, so long as the Party required to disclose the Confidential Information provides the original disclosing Party with prior notice of such order or requirement and an opportunity to respond to such court order as soon as reasonably practicable. If a Party is required to disclose Confidential Information to a governmental agency or by law, such Party may disclose only the specific portions of Confidential Information that is legally required and shall use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

7. Relief. The Parties acknowledge and agree that the Confidential Information is the confidential property and trade secret information of the Disclosing Party and that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm and significant injury for which the original disclosing Party would not have an adequate remedy at law. Therefore, the Parties agree that in the event of any violation of this Agreement, without limiting any other rights and remedies which may otherwise be available to the injured Party, an injunction may be sought against the Party who has breached or threatened to breach this Agreement.
8. Term. For a period of three (3) years from the date of disclosure ("the Term"), the Party receiving the Confidential Information ("the Recipient") shall keep all Confidential Information in strict confidence and shall not disclose any Confidential Information or any documents, studies, reports or information derived therefrom to any person, firm or corporation, except as set forth in Section 6 above. Recipient shall use all necessary and reasonable precautions to avoid disclosure of such Confidential Information and shall use the Confidential Information only for the purpose described above.
9. Right to Disclose. Each Party warrants that it has the right to disclose all Confidential Information which it has disclosed or may hereafter disclose to the other Party pursuant to this Agreement. Each Party agrees to indemnify and hold harmless the other from and against all claims which may be brought by a third party related to the disclosing Party's wrongful disclosure of such third party's information. Notwithstanding the above, neither Party shall be liable for indirect, incidental, consequential or punitive damages of any kind arising in connection with this Agreement. No Party makes any other representation or warranty, express or implied, with respect to any Confidential Information, or the completeness or accuracy thereof, provided the Party acts in good faith in supplying the Confidential Information.
10. Return of Confidential Information. Upon the request of ____ or Cox and, in any event, upon the termination of this Agreement, the receiving Party shall promptly return all copies of the Confidential Information, and any documents derived therefrom, to the disclosing Party, or at the latter's option, shall certify in writing that all copies of the Confidential Information, and any such other documents, have been destroyed. ____ or Cox may return the Confidential Information, or any such documents, or any part thereof, to the disclosing Party at any time.
11. Disclosure. All media releases and public announcements or disclosures by any Party relating to the Project, its subject matter or the purpose of this Agreement shall be coordinated with and consented to by the other Party in writing prior to the release thereof.
12. No Further Obligations. Notwithstanding any other provision hereof to the contrary, no Party is under any obligation to engage in or continue any negotiations relating to the possible implementation of the Project. Any decision to proceed with negotiations or to consummate a Project agreement shall be in each Party's sole discretion and this Agreement creates no obligation on any Party with respect thereto. Each Party shall bear its own costs and expenses in connection with the activities contemplated by this Agreement.
13. General.
 - (a) This Agreement shall be governed and construed under the laws of the State of Georgia without regard to the choice of law provisions thereof.
 - (b) If any individual term or provision of this Agreement is contrary to or in conflict with any requirement of applicable law, then that term or provision shall be severed herefrom and the remainder of this Agreement shall be

binding on the Parties.

(c) No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any right, power or privilege hereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(d) There are no understandings, agreements or representations, express or implied, not specified herein.

(e) This Agreement may not be amended except in writing and signed by an authorized representative of each Party and shall be binding upon all employees and agents of each Party as provided herein.

(f) Notwithstanding anything contained herein, the Parties are under no obligation to disclose to each other any information of any kind whatsoever.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties' respective permitted assigns, transferees and successors of the Parties and such companies; provided, however, that this Agreement shall not be assigned by either Party without the other Party's prior written consent and in no event shall either Party be relieved of any of its respective obligations hereunder. Any purported assignment in violation of the foregoing shall be null and void and not enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement for Use and Non-Disclosure of Proprietary Information from the effective date stated above.

Oracle Corporation

Cox Communications, Inc.

By: _____

By: _____

Name: _____
(print name)

Name: _____
(print name)

Title: _____
(print title)

Title: _____
(print title)

SECTION VI – SALES/BP CONTACT INFORMATION (Mandatory)

If submitted by Field - Rep/AVP: Ken Alexander/Don Knepper/Jane Kaufmann

If submitted by Oracle Direct - Field RM name:

Business Practices Manager: Wendy Smith

SECTION VII - FOR HQAPP USE ONLY

Recommendation: (leave blank for HQAPP to fill out)